

## Compensation policy

### 1 Our approach to compensation

- 1.1 We are committed to providing high quality services and accept that from time-to-time mistakes may occur. We strive to put things right quickly but in some instances it is appropriate to also offer compensation, a discretionary payment or another remedy.
- 1.2 In making compensation, discretionary payments and offering other remedies, we will ensure:
- Remedies are fair, consistent, transparent and proportionate;
  - We apologise for the inconvenience caused; and
  - Consider all compensation claims on a case-by-case basis

### 2 What we mean by compensation, discretionary payments and other remedies

#### Compensation

- 2.1 Compensation is a payment that we offer our residents in certain situations. For example, if we have not met the service standards that we aim to achieve or because you are required to move out of your home in order for us to do work to your property.
- 2.2 Where the 'Right to Repair' and 'Right to Compensation for Improvements' sections of the Housing Act 1985 (amended by the Leasehold Reform Act and Urban Development Act 1993) apply, we are required to compensate residents affected.

#### Discretionary payments

- 2.3 We recognise that there are other circumstances where you may be put to unreasonable time and trouble or significantly distressed or inconvenienced should our service fall short. If this happens, we will make a discretionary payment as guided by this policy and its related procedure.

#### Other remedies

Occasionally, we may offer other remedies, either separately or as well as offering compensation. These can include practical actions such as offering to undertake repairs or redecoration which would usually be your responsibility and gestures of goodwill, such as vouchers.

### 3 What you can expect from our service

- 3.1 We offer compensation where:
- We do not meet our target response times for repairs (emergency repairs: within 24 hours, urgent repairs: within five working days, routine repairs: within 15 working days), and then fail to meet a second deadline provided to you
  - You carried out an improvement with our consent and your tenancy ends before the life of the improvement expires
- 3.2 We offer discretionary payments where:
- We fail to provide services which are paid for as part of your service charge for over 10 working days (except where this is related to planned works or a repair that is delayed due to circumstances outside of our control: see section 3.3 of this policy for further details)

- Room/s and service/s are out of use for certain periods of time
- We fail to attend an appointment and/or do not give more than 24 hours' notice of a change to an appointment
- You cannot remain in your home for short periods while works are taking place
- Your heating breaks down and you have to pay extra costs for an alternative way of heating your home, or you incur extra energy costs as a result of using dehumidifiers
- Your belongings are damaged as a result of negligence by Octavia
- You have been put to unreasonable time and trouble, and / or are significantly distressed or inconvenienced as a result of the service failure or in other circumstances (at the discretion of managers, but with regard to Octavia's compensation procedure)

3.3 We will not offer compensation, discretionary payments or other remedies where:

- You were not inconvenienced by the fault or failure of service
- We are unable to carry out a repair to target time because reasonable access was not given to your property
- We were unable to carry out a repair to target time due to circumstances outside of our control. For example, loss of facilities or access to suppliers due to public health incidents
- We need to remove flooring or there is damage to laminate (or other difficult to replace flooring) you have laid when we carry out a repair. We are also not responsible for subsequent on-going maintenance of any contents repaired or replaced
- The claim is to compensate for time off work or loss of earnings
- You are taking legal action on the same matter
- The fault was caused by a third party, or was outside of our control. For example, a water leak from a neighbour. We would also not compensate for any damage to decoration caused in these circumstances.

## 4 Your responsibilities

4.1 We encourage you to take out contents insurance to cover your belongings and decorations against accidental damage, loss, fire or flood or other events that cause damage.

4.2 In our efforts to treat all of our residents fairly, you will need to provide relevant evidence when claiming compensation for damaged property, as follows:

- Give us, or our insurance company, any information relevant to the claim that we ask for. This may include:
  - Proof of ownership and the value of the lost or damaged item. For example, photos, instruction booklets or receipts
  - Evidence of the damage. This may include the damaged items themselves
  - Written estimates of repair costs
- Give us, or our contactors, access to, or allow inspection of, the damaged property
- Immediately tell the police about any loss or damage caused by suspected criminal activity. You will need to request a crime reference number and a CAD number and provide us with the details.

4.3 Without relevant evidence, we may be unable to deal with your request for compensation or be unable to pay the claim in full.

## 5 What will happen when you make a claim for compensation

5.1 You should make your compensation claim as soon as possible, ideally within 28 days of the completion of the event, and no later than six months after the event. We encourage you to make insurance claims for damage to home contents within 10 days of the event.

5.2 We will only accept a compensation claim if it is received within six months of the event. All elements of the claim should be made at the same time. This makes investigations simpler and resolutions quicker.

5.3 When we make you an offer of compensation, you must contact us within 28 days with a response to the offer. If other matters need to be resolved before you are able to respond to our offer (for example, if you are taking further advice or waiting for a complicated repair to be completed), you should send us an acknowledgement of the offer within 28 days.

5.4 You must provide us with a final response to the compensation offer within three months of the offer. After this time, we will withdraw the offer and close the claim.

5.5 The following types of payments are not covered by this policy:

- Home Loss and Disturbance Payments (please see the Decants Policy)
- Claims for compensation or discretionary payments relating to defects

5.6 If you are in arrears, and your arrears is not due to be paid by housing benefit, we will usually credit any compensation or other payment to your rent account unless the compensation is meant for the reimbursement of the cost of a specific item that has been damaged. If this is the case, you will need to provide your bank account details for the payment to be made by the BACS system.

5.7 If you have made an insurance claim, you are not eligible for compensation from Octavia.

## 6 Managing and processing data

6.1 We will manage and process personal data in line with the UK General Data Protection Regulations (UK GDPR) and Octavia's Data Protection Policy. For further information on how we process personal data, see the Octavia Privacy Notice.

## 7 How to contact us

7.1 If you wish to make an enquiry about compensation, contact our Customer Experience Team on 020 8354 5500.

## 8. Summary of payments

Statutory compensation		
Category	Reason	Maximum payment amount
Right to repair for qualifying repairs (below £250)	Repairs valued up to £250 not completed to target time and we fail to meet a second target date Target times: Emergency: 24 hrs Urgent: 5 working days Routine: 15 working days	£20 + £4 for each day after a second target date is missed. Maximum: £100
Improvements (made by residents)	Work carried out with our consent, and life of work not expired at end of tenancy. The resident must provide evidence that they received permission from Octavia to make the improvement	£50 - £3000 dependent on age and value of improvement
Discretionary payments		
Failure to deliver services	A service paid for as part of the service charge is not provided for more than 10 working days.	Value of service not received
Room/s or service/s out of use	Room(s) or service(s) are out of use for specified time periods	20%-100% of rent after various time periods, dependent on the room/service affected
Appointments missed	Pre-arranged appointment not kept, and the resident is not informed of the change at least 24 hours in advance	£20 for a missed appointment + £4/day after missed 2 <sup>nd</sup> appointment, up to £100
Unable to occupy property	Residents are required to move out of their permanent home for a short period whilst works are carried out (non-decants)	£15-£20/day per adult and £10-£15/day per child + certain travel expenses
Additional heating or dehumidifying	Increased running costs are incurred by the resident due to the use of an alternative heating method, or there are costs incurred by running dehumidifying equipment.	Heating: £2.15 per heater per day Dehumidifying: £2.50 per dehumidifier per day
Damage	Damage is caused by negligence of Octavia's staff	Cost of repair or replacement
Discretionary	We act unreasonably and the resident is significantly inconvenienced or suffers loss.	Flat payment. Maximum £250 per issue.

Revision History		
Date	Reviser	Revision Detail
20/07/2022	SK, Director of Development, Sales and Asset Management	Desktop review to ensure compliance with Housing Ombudsman Compensation Policy guidance

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